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**Subject: Homeless Facility or Other Institution**

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Effective Date: October 1, 2004

Revised from:

**Policy:** Clients residing in a facility shall be treated equally with other clients, provided that the facility meets these conditions:

- The facility/institution does not accrue financial or inkind benefits from a person's participation in the WIC program, e.g., by reducing its expenditures for food service because residents are receiving WIC foods;
- Foods provided by WIC are not included in a communal food service, but are available exclusively to the WIC client;
- The facility/institution places no constraints on the ability of the client to receive WIC foods and nutrition education.

**Reference: CFR §246.7(n)**

**Procedure:**

1. It is not required that all facilities be assessed for compliance before the client can be determined eligible for benefits. Clients will likely report any violations. When such a report is received, the Local Agency needs to follow-up with the facility to determine compliance.
2. Letters of understanding may be established between the Local Agency and a facility to assure that the facility meets the required conditions. A sample letter of understanding and a facility assessment form are included in this policy.
  - a. Before letters are signed, the Local Agency will make an on-site or telephone contact with the facility to assess its ability to comply with the conditions.
  - b. On-site visits are encouraged.
3. If a facility does not meet the required conditions or becomes non-compliant during the client's certification period:
  - a. Refer the client to a facility that does comply;
  - b. Inform the client that he/she may need to make alternative arrangements before recertification if compliance is not established or the facility/institution declines to cooperate with the Local Agency.
  - c. If the client remains in a non-compliant homeless facility/institution, WIC food benefits, **except infant formula**, may no longer be issued to the client. The client may continue to receive nutrition education and referral services. Food benefits may resume if the client relocates to a facility that meets requirements.

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KANSAS WIC PROGRAM  
LETTER OF UNDERSTANDING

This letter of understanding is between the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), the \_\_\_\_\_ local "WIC Agency" and the \_\_\_\_\_ "Facility". This letter outlines WIC Program policy and requirements of the KDHE and the USDA.

1. The Facility Agrees to the following:
  - a. Not to accrue financial or in-kind benefit from resident's participation in the WIC Program, for instance, by reducing its expenditures for food service because its residents are receiving WIC foods;
  - b. Not to use foods provided by the WIC Program for communal food service, but rather make these foods available exclusively to the WIC participant for whom they were issued;
  - c. Not to place constraints on the ability of the participant to receive the supplemental foods and nutrition education available from the WIC Program; and
  - d. To notify the WIC Agency if no longer meeting any one of the conditions described in §1(a) through (c).
  - e. Make available to residents posters and/or brochures about the WIC Program, including the location and phone number of the WIC office closest to the Facility.
2. The local WIC Agency Agrees to the following:
  - a. Treat equally with all other eligible WIC applicants those applicants residing at the Facility;
  - b. Contact the Facility annually, in person or by telephone, to ensure compliance with §1(a) through (c);
  - c. Provide to Facility appropriate materials describing WIC Program requirements and clinic schedules and locations, to facilitate referral of potentially eligible Facility residents to the WIC Program.
3. General Conditions
  - a. This letter of understanding becomes effective when signed by authorized representatives of the local WIC Agency and the Facility and remains in effect three hundred and sixty-five (365) days from date signed by Facility's authorized representative or until cancelled as specified in Section 3(b).
  - b. This letter of understanding may be cancelled by mutual agreement of all parties at any time. Either the local WIC Agency or the Facility may cancel this letter at any time upon thirty (30) days written notice.
  - c. The local WIC Agency reserves the right to modify this letter of understanding upon thirty (30) days notice in order to comply with any new laws or regulations and policies issued by the USDA or the KDHE. If the Facility is unable or unwilling

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to comply with new laws, regulations or policies, the Facility may cancel this letter of understanding.

Signed for the WIC Agency:

\_\_\_\_\_

Signature \_\_\_\_\_

Date Signed \_\_\_\_\_

Agency Name \_\_\_\_\_

Address \_\_\_\_\_

Town \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone Number \_\_\_\_\_

Contact person, if other than above

\_\_\_\_\_

Signed for the Facility:

\_\_\_\_\_

Signature \_\_\_\_\_

Date Signed \_\_\_\_\_ Expiration Date \_\_\_\_\_

Facility Name \_\_\_\_\_

Address \_\_\_\_\_

Town \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone Number \_\_\_\_\_

Contact person, if other than above

\_\_\_\_\_

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## FACILITY ASSESSMENT FORM

Name of Facility \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Date Contacted for Assessment \_\_\_\_\_

Method of Contact: \_\_\_\_\_ In Person \_\_\_\_\_ By Phone

Name of Facility Staff Person Contacted \_\_\_\_\_

Staff Person's Title \_\_\_\_\_

Name of Local Agency Staff Person Making Contact \_\_\_\_\_

Local Agency \_\_\_\_\_

- |  | Yes | No  |
|--|-----|-----|
| 1. Does your facility routinely provide shelter/services for women, infants, and/or children? If yes, indicate how many women, infants and children are at your facility, on the average: _____  | ___ | ___ |
| 2. Does your facility serve meals?<br>[If no, assessment is to be ended at this point. Does not meet regulatory definition and does not have to be assessed. Any resident of this facility who applies is to be processed/certified according to standard procedures for non-homeless applicants.] | ___ | ___ |
| 3. Are meals prepared on-site?   | ___ | ___ |
| 4. If one of your residents received government food benefits, would you normally:   |     |     |
| a. Reduce the meals/amount of food from the facility's food service given to this resident?  | ___ | ___ |
| b. Combine the resident's government food benefits with the facility's food supply?  | ___ | ___ |
| c. Separate the resident's government food benefits for their personal use?  | ___ | ___ |
| d. Other _____   | ___ | ___ |
| 5. Are food storage facilities available for labeling and separating foods for specific individuals?   | ___ | ___ |
| 6. [If answered "yes" to #5]<br>Do these food storage facilities include:  |     |     |
| a. Cabinet or pantry   | ___ | ___ |
| b. Refrigerator space  | ___ | ___ |

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	Yes	No
7. The WIC program requires that only the intended client use the supplemental foods, and that these foods not be combined with the facility's food stores, or that the resident on WIC does not have his/her facility food service reduced. Would your facility be able to comply with these requirements?	—	—
8. Does your facility have a policy regarding residents participating in public or public health programs? If yes, does it encourage participation?	— —	— —
9. What means of transportation are available to residents to get to health care or other services? _____		
10. Would there be any constraints or barriers regarding a resident participating in the WIC Program?	—	—
11. Do you agree to revise procedures and policies in accordance with the following WIC requirements, so as to permit an eligible woman, infant, or child to participate in the Program?		
a. The facility does not accrue financial or in-kind benefit from a person's participation in the Program.	—	—
b. Foods provided by the WIC Program are not subsumed into a communal food service, but are available exclusively to the WIC client for whom they were issued.	—	—
c. The facility places no constraints on the ability of the client to partake of the supplemental foods and nutrition education available under the Program.	—	—
12. [For on-site visits, describe observations at the facility]:		
Food storage area:		
Food preparation area:		
Meal service area:		
13. [For the second and subsequent assessments, also interview a current WIC client residing at this facility]:		
a. Are you able to keep your/your child's WIC food separate at the facility?	—	—
b. Since you/your child have been on WIC, has the facility reduced the foods that they provide to you?	—	—
c. Do you have problems getting to the WIC clinic? If yes, describe why:	—	—